

**TOWN OF NARRAGANSETT
ENGINEERING DEPARTMENT**

**REQUEST FOR PROPOSALS
BUILDING RENOVATION, RESTORATION,
AND RECONSTRUCTION SERVICES**

Narragansett, Rhode Island
02882



Susan W. Gallagher, Purchasing Manager

Bid Opening (Due Date): Wednesday, February 10, 2016 @ 11:00 AM

INVITATION TO BID

Separate sealed bids will be received by the **TOWN OF NARRAGANSETT, RHODE ISLAND** for **BUILDING RENOVATION, RESTORATION, AND RECONSTRUCTION SERVICES** on or before **11:00 a.m. on Wednesday, February 10, 2016** at the office of the Purchasing Manager, 25 Fifth Avenue, Narragansett, RI and at that time will be opened and read in public.

Specifications may be obtained at the Purchasing Office, 25 Fifth Avenue, Narragansett, Rhode Island between the hours of 8:30 a.m. and 4:30 p.m. **Monday through Friday** and are available on the Town of Narragansett website, www.narragansetttri.gov.

All bids must be submitted on the bid form provided, in duplicate and clearly marked:

(Sealed Bid)

BUILDING RENOVATION, RESTORATION, AND RECONSTRUCTION SERVICES

Bids must be enclosed in an opaque envelope addressed to "Purchasing Manager, Town Hall, 25 Fifth Avenue, Narragansett, Rhode Island 02882-3699" bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

The Town of Narragansett reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Narragansett.

Individuals requesting interpreter services for the hearing impaired must notify the Finance Department (401)782-0644 three business days prior to the bid opening.

Susan W. Gallagher
Purchasing Manager

STANDARD INSTRUCTIONS TO BIDDERS

DEPARTMENT OF FINANCE-PURCHASING DIVISION

TOWN OF NARRAGANSETT, RHODE ISLAND

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the office of the Purchasing Manager, Town of Narragansett, R.I. until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to the office of the Purchasing Manager, Town Hall, Narragansett, R.I. 02882 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The Purchasing Manager will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.

- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered.

6. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.

7. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, the Town reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point Narragansett, Rhode Island. The bid prices must include delivery and shipping to the Town. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Manager.

11. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Narragansett pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Narragansett is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included,

but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

12. Towns Right to Reject

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

13. Bond/Surety

Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) (or as may be amended under RIGL) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode island and in accordance with Chapters 37-12 and 37-13 of the General Laws of Rhode Island entitled "Contractors' Bonds", and "Labor and Payment of Debts by Contractors". The Contractor shall comply with all provisions of Chapters 37-12 and 37-13 of the RIGL, as may be amended.

14. Insurance

The CONTRACTOR shall provide the following insurances in accordance with the General Conditions:

A. Workmen's Compensation Insurance

The CONTRACTOR shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide Employer's General Liability Insurance in the amount of \$100,000 for the benefit of his/her employees not protected by such compensation laws.

B. Contractor's Comprehensive Public Liability and Property Damage Liability Insurance

The CONTRACTOR shall carry Comprehensive General Liability Insurance with broad form of Contractual General Liability Endorsement attached, providing for a limit of not less than One Million Dollars (\$1,000,000)

for all damages arising out of bodily injuries to or death of one (1) person, and subject to that a limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident; and subject to a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

C. Owner's Protective Liability and Property Damage Insurance

The CONTRACTOR shall provide the OWNER an insurance policy written in the name of the OWNER, its employees, servants and agents, and extended to include the interests of the Engineer, its employees, and agents; to protect the OWNER and the Engineer from any liability which might be incurred against them as a result of any operations of the CONTRACTOR or his/her subcontractors, or their employees. Such insurance shall provide for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of any one (1) person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

D. Comprehensive Automobile Liability and Property Damage Insurance

The CONTRACTOR shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of any one (1) person; and subject to that limit for each person a

total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property.

E. Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Public Liability Insurance And Property Damage Insurance policy or policies hereinabove required to be furnished by the CONTRACTOR, or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.
3. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any time resulting therefrom.
4. The CONTRACTOR shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

F. Builders Risk Insurance

During the progress of Work, the CONTRACTOR shall effect and maintain BUILDERS' RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot

attending strike, aircraft, smoke and vehicle damage, vandalism, and malicious mischief upon all Work in place and all material stored at the building site, whether or not covered by partial payments made by the OWNER. This insurance shall be in an amount equal to 100 percent (100%) of the insurable portion of the Project and shall be for the benefit of the OWNER, the CONTRACTOR, and each subcontractor, as their interest may respectively appear.

If there are any existing adjacent or adjoining structures presently used by the OWNER, the risk of the existing adjacent or adjoining structures will be by the OWNER.

15. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

16. Wage Rates

Attention of the bidders is particularly called to the

requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to all employees shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. The Contractor shall comply with all provisions of Chapter 37-13 of the RIGL, as may be amended. Particular attention is called to Chapter 37-13-13, relative to posting and providing certified payroll records. For additional information, refer to the State of Rhode Island and Providence Plantations Division of Professional Regulations "Rules and Regulations Relating to Prevailing Wages".

**SUPPLEMENTAL CONDITIONS- BUILDING RENOVATION, RESTORATION, AND
RECONSTRUCTION SERVICES**

1.00 LOCATION AND DESCRIPTION

The location and description of all Work under this Contract will be within the Town of Narragansett and will depend upon the discovery of unpredictable occurrences of failure within selected historic and/or unique municipal buildings, including but not limited to the Towers, Town Hall, Sunset Farm, and the Beach buildings. In addition, Work under this Contract may include the construction of such appurtenances as may be necessary to improve or enhance the operation of said buildings and systems as well as any such other related Work as may be directed by the Town.

When Work under this Contract is required, the Town will notify the CONTRACTOR regarding the location and general nature of same, and will issue the proper Work Orders and instructions for the execution of the Work.

In general, the Work under this Contract will be related, but not strictly limited, to that which is characteristic of municipal and school buildings.

2.00 CONTRACT TIME

The Work under this Contract will be as is specified within the General Scope of Work.

3.00 SCOPE OF WORK

The Work under this Contract includes the furnishing of all materials, labor, equipment, and incidental expenses necessary and proper for miscellaneous building repair and construction Work, and all incidental Work to fully complete the project in every particular aspect as intended by these Specifications or as directed by the Town.

Completion of the Work implies that the proper and appropriate methods of construction have been followed by the CONTRACTOR.

4.00 CONTRACT DRAWINGS

No specific Contract Drawings are attached to these documents. The Town shall issue drawings as needed during the Contract period.

5.00 TIME FOR COMPLETION

The CONTRACTOR shall commence Work upon the request of designated Town personnel, accompanied with a Town-issued purchase order. The CONTRACTOR shall expedite the Work and fully complete same within the minimum amount of time possible.

It shall be understood that extraordinary emergency conditions including, but not limited to, fire, flood, or danger to life and property may make it necessary for the Work to be performed outside of the typical working hours defined herein. Under such conditions, and when authorized by the Town, the CONTRACTOR will be reimbursed for premium time for labor and supervision only, with premium time being defined as the rates bid and accepted as a part of this contract for each appropriate job classification.

Typical working hours for the purposed of this Contract shall be Monday through Friday, 8:00 AM through 4:30 PM inclusive.

6.00 TOOLS

Upon request, each Bidder shall submit a detailed list of all appropriate general construction tools and minor equipment available for Work under this Contract.

The Town of Narragansett reserves the right to reject the Bid of any CONTRACTOR who, in the Town's estimation, does not own and have available the tools/equipment necessary to

perform the types of Work anticipated under this Contract.

All costs associated with the operation, maintenance, and repair of all tools/equipment typically needed to perform the work shall be included within the labor rate bid items.

7.00 EQUIPMENT

Upon prior approval by the Town the Contractor may rent specialty equipment (i.e. crane, etc.) for a specific project authorized under this Contract. Payment shall be in accordance with the actual invoice for the rental plus the approved mark-up.

8.00 WORKMANSHIP AND MATERIALS

All materials to be provided by the CONTRACTOR shall be new and of the best quality for the use intended. The Town of Narragansett shall be the sole judge of the class, grade, quality, and type of materials furnished and incorporated into the Work.

The quality of the workmanship entering into the Work shall conform to generally accepted construction practices and procedures and shall be that necessary to complete all Work in a professional manner. The Town of Narragansett reserves the right to reject any and all Work that is not of the highest quality available for the particular task.

9.00 PAYMENT

The CONTRACTOR shall furnish all labor, incidental materials (nails, fasteners, etc.), customary hand tools, minor equipment, maintenance of all tools/equipment, cost of insurance, etc. necessary to complete the Work as directed by the Town.

The rates stated in the Bid Proposal to be paid for under the respective items shall be payment in full for the completion of all Work performed under this Contract and shall include compensation for all incidental Work and expenses directly or indirectly connected therewith. Said

hourly compensation shall also include transportation to and from the work site; no additional compensation shall be made for mileage or other transportation expenses. *This is not a "portal-to-portal" contract; the billing time begins and ends at the job site. The CONTRACTOR is responsible for costs relating to transportation (including fuel, tolls, etc.), and the Town will not reimburse the CONTRACTOR for mileage or other transportation-related expenses.*

10.00 MOBILIZATION

Under emergency situations, as defined by the Town, the CONTRACTOR, including all necessary labor, equipment, and materials, must be available on a seven (7) day per week, twenty-four (24) hour per day basis, in accordance with the response time noted in these bid documents.

Under the scheduled situations, as defined by the Town, the CONTRACTOR, including all necessary labor, equipment, and tools/materials, must be available given ten (10) working days notice.

Failure to perform under the terms of this section (as well as the remainder of the Contract Documents) will be grounds for the Town to terminate this Contract upon written notice to the Contractor of same.

11.00 COMMUNICATION

The Contractor agrees to provide the Town with telephone numbers and addresses for all key personnel, so that seven (7) day per week, twenty-four (24) hour per day contact can be made in the event of an emergency situation.

12.00 MINIMUM COMPENSATION

The CONTRACTOR shall be entitled to and shall receive a minimum of two (2) hours compensation for renovation, restoration, and reconstruction labor that is authorized by the Town and delivered to a site, regardless of the actual time required to complete the particular Work. This

minimum payment shall apply only once to each specific site or job, and shall be made at the rates bid within the Contract.

13.00 EXPERIENCE

The CONTRACTOR shall have at least ten (10) years experience in renovation, restoration, and reconstruction work. References as stipulated within the Experience Sheet of these Contract Documents must be provided as proof of experience. The Town may reject any Bid submitted without a fully completed Experience Sheet. Every employee of the CONTRACTOR engaged at work at the job site shall possess the necessary and appropriate licenses, certificates, training, and qualifications as required by law and code for the intended work.

In order to be considered for an award, Bidders must document extensive knowledge and experience with the rules, regulations, and procedures of the RI Historical Preservation and Heritage Commission, as well as buildings covered under the jurisdiction of said Commission. Preference will also be given to Bidders that have documented asbestos mitigation experience, and other specialized areas of construction (to be noted in the Experience Sheet contained herein).

The Bidder shall document proficiency with all of the trades listed within the General Scope of Work (Hourly Rate Proposals section).

14.00 TECHNICAL SPECIFICATIONS

Technical Specifications may be issued on a job-by-job basis as determined by the Town.

TOWN OF NARRAGANSETT

General Scope of Work/Requirements for Building Renovation, Restoration, and Reconstruction Services

Purpose

The Town of Narragansett is seeking to award a service contract to a qualified building contractor licensed in the State of Rhode Island. Said building contractor will perform building construction work (renovation, restoration, and repair) at historic and unique Narragansett Town buildings and facilities at flat rates per hour for the various trades noted herein, and at a maximum defined mark-up for parts and materials throughout the duration of the contract.

Contract Limitations

Cost proposals must be submitted to the requesting department prior to the initiation of any work and issuance of a purchase order. Any service request (job) where the anticipated total labor and parts cost exceeds \$4,000.00 will require prior Town Council approval. In general, work under this contract will be limited to a value of less than \$50,000.00, unless special circumstances exist, and Town Council approval has been granted.

Hourly Rate Proposals

Proposals will be accepted for hourly rates for those classifications listed below:

General Construction Trades

1. Carpentry (all phases, including framing and finish work, drywall, and plaster).
2. Painting
3. Flooring (including ceramic and other tiles, hardwood, and carpeting).
4. Roofing (all systems, including flat, membrane, and shingles, gutters and downspouts) and building waterproofing, flashing, etc.)

Each bidder is to provide hourly rates (complete, including all wages, benefits, overhead and profit, etc.) for each of the above classifications, for normal working hours (8:00 AM through 4:30 PM, Monday through Friday) as well as nights, weekends, and holidays, in order for said classification to be considered. The Bidders attention is called to the requirement to pay prevailing wages in accordance with Title

37 of the General Laws of Rhode Island. Certified payroll records must be furnished to the Town upon request. In the event that a bid is awarded based on bid prices that exactly reflect the posted State prevailing wage rates at the time of said award and, should the posted State prevailing wage rates change for any of the included trades during the term of the contract, then the affected bid prices shall change accordingly. No adjustments shall be made to any bid prices that exceed the prevailing wage rates.

For projects with a value equal to or less than \$4,000.00, the successful bidder must agree to perform reasonable preliminary architectural and engineering services at no charge, to the degree necessary to prepare a cost proposal for each project. There shall be no charge for the preparation of said cost proposals. For projects with a value in excess of \$4,000.00, preliminary architectural and engineering services costs shall be negotiated on a project-on-project basis.

The Town of Narragansett has existing service contracts for the following trades:

- A. Sewer, water, and drainage work (including site work)
- B. Road and driveway construction
- C. Sidewalks and curbing
- D. Electrical
- E. Plumbing and Pipe Fitting
- F. Supervisory Control and Data Acquisition (SCADA)
- G. Security
- H. Heating, Ventilation, and Air Conditioning (HVAC)
- I. Fiber Optic Systems
- J. General Building Construction and Repair

The Contractor will be required to coordinate his/her work with that of the aforementioned contractors as needed.

Parts, Materials, and Equipment Percentage Mark-up

Proposal must include contractor's maximum percentage mark-up above verifiable cost of acquisition for all necessary parts and materials, and maximum percentage mark-up above verifiable cost of rental for specialty equipment. No parts, materials, or equipment shall be ordered without prior approval by the Town.

Service Schedules and Response Times

Regular - Normal business hours 8:00AM to 4:30PM. Response time - ten (10) working days after notification by the Town.

Emergency - Regular hours response time - two (2) hours.
Nights, weekends, and holiday response time - two (2) hours.

The Town designee requesting service must state whether the call is for Regular service or Emergency service.

Non-Performance/Non-Exclusive Contract

It is intended that the vast majority of this work will be routine in nature and scheduled during regular business hours. However, emergency situations can occur. Failure to initiate service within the allocated response times will be grounds for cancellation of the contract, at the sole discretion of the Town. In addition, the Town reserves the right to employ other Contractors within the same trade classifications during the period of this contract. As such, this is not an exclusive contract for the trades listed herein.

Quality of Work/Materials

All work shall be performed according to recognized industry standards and shall be in accordance with all Federal, State, and Local codes. All materials used shall be new, and shall carry the full manufacturer's warranties (transferable to the Town).

Amount/Duration of Work

The Town of Narragansett makes no assurances, intended or implied, that the winning bidder will receive any given number of service requests during the contract period, or that any total dollar expenditure is guaranteed during the period of the contract. The Town also reserves the right to cancel the contract at any time with or without cause and without penalty or obligation.

Term of Contract

The initial contract shall be from the date of contract award for one (1) year. However, the Town reserves the right to extend the contract length annually upon agreement to the same by the Vendor. Nothing herein shall obligate the Town to any such extension. All contractual terms and conditions as well as bid prices contained within the accepted proposal must be held for the original and extended contract term or terms, should said agreement to extend the term or terms take effect.

Disaster Recovery Services

From time to time, including but not specifically limited to declared disasters from man-made or natural events, the Town may use this contract for disaster recovery and emergency response

activities, including but not limited to; debris removal, emergency repair and restoration of public infrastructure and utilities, and permanent repairs to same. The Contractor must comply with all the Stafford Act and all federal (FEMA) and state (RIEMA) public assistance program preferences, guidelines, rules, and regulations.

Bonding

For all projects that exceed \$50,000.00, the contractor shall provide bonding/surety pursuant to Chapter 37-13 of the Rhode Island General Laws (RIGL).

EXPERIENCE

Each Bidder shall complete the following experience sheet. Any Bid submitted without a fully completed Experience Sheet may be rejected by the OWNER. The Bidder shall attach supplemental statement of experience sheets pursuant to Section 13.00 "Experience" of the Supplemental Conditions, as part of his/her bid submittal.

1. Have you ever failed to complete any work awarded to you?
If so, state where and why.

2. What projects similar to this one has your organization completed within the last five (5) years?

Class of Work	Contract Amount	When Completed	Name & Address of Company Contact
(1)	(2)	(3)	(4)

**CONTRACT AGREEMENT
BUILDING RENOVATION, RESTORATION,
AND RECONSTRUCTION SERVICES**

THIS AGREEMENT, made and executed this ____ day of _____, in the year 2016, by and between the Town of Narragansett, a municipality located within the State of Rhode Island, by its' Town Council duly constituted, and without personal liability for the individuals signatory hereto, herein termed the OWNER, party, of the first part, and _____ of _____ doing business as a corporation.

Hereinafter termed the CONTRACTOR, party of the second part;

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the OWNER for itself, and the CONTRACTOR for himself and his heirs, executors, administrators, successors, and assigns, as follows:

That the Contract Documents consist of this Agreement, together with the Legal and Procedural Documents, General and Supplemental Conditions, Detailed Specification Requirements, Contract Drawings, and any Addenda issued before execution of the Agreement, for the Contract;

That the CONTRACTOR has informed himself fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;

That the CONTRACTOR has obtained all the information he needs to enable him to estimate fully and fairly the costs of the Work herein contemplated;

That the CONTRACTOR shall furnish all plant, labor, materials, suppliers, tools, equipment, and other facilities and things necessary or proper for or incidental to, the party of the first part in accordance with this Contract, commencing Work within the time interval stated in the Bid Proposal, provided he shall have been notified by the OWNER so to do, and completing everything required of him under this Contract not later than the time stated in the Bid Proposal.

That the OWNER shall pay and the CONTRACTOR shall receive, as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid Form of the Proposal.

That the quantities shown in the Bid Proposal or Bid Form are approximate only, and are solely for the purpose of facilitating the comparison of Proposals; that the OWNER shall not be held responsible if these quantities are not even approximately correct; that for all Work upon which unit prices and lump sums are quoted, the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities shown in the Bid Proposal or Bid Form; and that the unit prices and lump sums set against the several items cover all incidental services required of the CONTRACTOR under the Contract.

Signed, sealed and delivered in triplicate the day and year first above written.

OWNER:
Town of Narragansett, Rhode Island

BY: _____

CONTRACTOR*: _____

ADDRESS: _____

BY: _____

TITLE: _____

***IMPORTANT:** Execute acknowledgment of officer or agent of CONTRACTOR who signs this document.

This Contract is satisfactory to the Town of Narragansett, Rhode Island.

BY: _____
Town Solicitor

Town Council Agenda Approval Date

B I D F O R M

Pursuant to and in compliance with the INVITATION TO BID, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned bidder hereby states that they have carefully examined the **CONTRACT DOCUMENTS** and the party understands the provisions, requirement, terms and conditions thereof, all of which are acknowledged to be part of the **Bid Proposal**.

Further, they have become familiar with local conditions and the extent of work; has determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the work as required; and hereby agrees to perform the contract in strict accordance with the **CONTRACT DOCUMENTS**.

The undersigned bidder hereby agrees that the bid proposal submitted shall remain in effect and binding upon the bidder for a period of 90 calendar days, from the date and time bids are received.

The undersigned bidder declares that his/her bid proposal in all respects is fair and made without collusion with any other person, firm, corporation making a proposal for this work.

The undersigned Bidder, if awarded the Contract by the Town, hereby agrees to enter into a Contract for said project within 15 calendar days from the date of said Notice of Award.

***NOTE: BIDDER MUST SUBMIT PROPOSAL (BID) IN DUPLICATE!!!!**

- 1. Regular Service** - Regular Hours (ten (10) day response time)

Carpentry \$ _____ Per hour

Painting	\$	Per hour
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Flooring	\$	Per hour
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Roofing	\$	Per hour
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- 2. Emergency Service - Regular Hours** (State response time below)

Carpentry \$ Per hour

Painting	\$ _____	Per hour
Flooring	\$ _____	Per hour
Roofing	\$ _____	Per hour
Response Time	\$ _____	Hours/Days

3. **Emergency Service** - Nights, Weekends, Holidays, (State response time below))

Carpentry	\$ _____	Per hour
Painting	\$ _____	Per hour
Flooring	\$ _____	Per hour
Roofing	\$ _____	Per hour
Response Time	\$ _____	Hours/Days

4. Mark-up for required Parts and Materials shall not exceed _____% of the cost of acquisition. The Contractor must agree to provide written documentation of acquisition costs upon request by Town of Narragansett.

5. Mark-up for required Equipment shall not exceed _____% of the cost of acquisition. The Contractor must agree to provide written documentation of acquisition costs upon request by Town of Narragansett.

Basis of Award - The primary basis of award shall be the total (composite) hourly rates offered for Bid Item No. 1 "Regular Service", computed by adding the individual hourly rates for each sub-classification. In the event that more than one (1) Vendor offers the same total hourly rates under this Bid Item, the secondary basis of award shall be Bid Item No. 4 "Mark-up for required Parts and Materials". In the event that more than one (1) Vendor offers the same rate for Bid Item No. 1 and the same percentage mark-up for Bid Item No. 4, the tertiary basis of award shall be total hourly rates offered under Bid Item No. 2 "Emergency Service - Regular Hours".

BUSINESS NAME: _____

ADDRESS: _____

CONTRACTOR'S LICENSE #: _____
(REQUIRED)

SIGNED: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

E-MAIL: _____ FIN: _____
(Federal ID Number)